DOCUMENT RESUME

ED 264 691 EC 181 340

TITLE Cooperative Agreement between the Department of Education and the Department of Human Resources for Special Education and Related Services.
INSTITUTION Georgia State Board of Education, Atlanta.; Georgia State Dept. of Human Resources, Atlanta.
PUB DATE Aug 85
NOTE 26p.
PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC02 Plus Postage.
DESCRIPTORS *Agency Cooperation; *Disabilities; Elementary Secondary Education; *State Agencies; State Boards of Education; State Programs
IDENTIFIERS *Georgia

ABSTRACT

The paper spells out the background and the specific aspects of an interagency agreement for serving handicapped students in Georgia. A letter from the Governor introduces the agreement and reviews some of its history. A memo follows from the State Superintendent of Schools. The interagency agreement (between the Department of Education and the Department of Human Resources) consists of four major sections: (1) a general section including definitions of such terms as handicapped children, individualized program plan, individualized service plan, and individualized work rehabilitation plan; (2) listings of each agency's responsibilities regarding eligibility, determination of services, and provision of services at placement; (3) review of general and specific procedures (including those for hospitalization and vocational rehabilitation); and (4) miscellaneous information on such topics as release of records, cooperative staff development, and statewide data sharing. (CL)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

U.S. DEPARTMENT OF EDUCATION
NATIONAL INSTITUTE OF EDUCATION
EDUCATIONAL RESOURCES INFORMATION
CENTER (ERIC)

✓ This document has been reproduced as received from the person or organization originating it.
Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official NIE position or policy.

FD264691

COOPERATIVE AGREEMENT BETWEEN THE DEPARTMENT OF EDUCATION AND THE DEPARTMENT OF HUMAN RESOURCES FOR SPECIAL EDUCATION AND RELATED SERVICES

EC181340

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

A. Moughon

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

STATE OF GEORGIA

OFFICE OF THE GOVERNOR

ATLANTA 30334

Joe Frank Harris
GOVERNOR

August 17, 1985

My Fellow Georgians:

As you are well aware, the lack of a clear agreement between the Departments of Human Resources and Education for providing needed services to exceptional children has been the source of much frustration and confusion for parents, teachers and other interested parties. Therefore, I am extremely pleased that this situation finally has been resolved with the signing of an Interagency Cooperative Agreement, attached for your review.

This long-sought Agreement was negotiated and finalized through the cooperative efforts of Commissioner Jim Ledbetter, State School Superintendent Charles McDaniel and staff from each of their Departments, the Office of Planning and Budget, the Law Department and my own personal staff. It is the best possible solution to the challenge of providing appropriate services for the exceptional children across our State. However, if practice shows that there are certain shortcomings in the Agreement, then the State School Superintendent, the Commissioner of Human Resources, the Attorney General and I stand fully committed to seeing that any problems are settled and eliminated.

Should you discover that any portion of this Agreement is unrealistic or unworkable, I am asking that you be prepared to help determine a proper and workable solution. Teamwork has resulted in this Agreement, and it is only continued teamwork and cooperation that will make this Agreement work.

It is important to note that this new Agreement completely negates and supersedes the previous Interagency Agreement. Therefore, all previous memoranda and communications concerning the Interagency Agreement from either Commissioner Ledbetter or Superintendent McDaniel are also null and void. All future explanatory memos and letters will be based upon the Interagency Agreement dated August 19, 1985, and will be issued jointly by the Department of Education and the Department of Human Resources.

Too often during the past several months we have found ourselves in conflict over this issue. That is simply because the issue is so complex, not because someone intentionally tried to create confusion. This issue, which we are all concerned about and committed to resolve, is not about turf, nor is it about money. It is about children, and we must keep them foremost in our minds as we continue to work within the guidelines of both Federal and State laws. The Departments of Education and Human Resources have reached a new plateau of cooperation in their efforts, and they have a commitment to make this Agreement work. I would ask that anyone reading this Agreement make the same commitment so that nothing hinders the delivery of services to these children, no matter where they live or what their capabilities.

The document you are receiving clarifies several important points regarding the provision of services for exceptional children, but most importantly, it clearly establishes that the decisions about the placement of an exceptional child must be made on an individual basis by Local Education Agency personnel with knowledge about each child's circumstances. Also, it explicitly recognizes the fact that some children may be served best in settings other than the public school. Further, it recognizes that the State and Local Education Agencies must bear a financial and oversight responsibility for special education and related services which are not provided in public school.

Personnel within the Departments of Human Resources and Education have assured me that under this Agreement, the majority of the affected children will be served in public schools, just as they are today. Only the most disabled children will be considered for placement elsewhere. That was the intent and spirit in which this Agreement was designed, and both Departments, along with the Law Department, the Office of Planning and Budget and my office, will pay careful attention to placements that are recommended outside the public school under the terms of this Agreement.

Georgia has established a commendable record for moving thousands of exceptional children into the mainstream of education. This new Agreement makes an important contribution to that record, but certainly not the last contribution. Undoubtedly, it will need refinement as it is implemented, and I pledge to work with you to ensure that the procedures are as responsive as possible to the needs of the affected children and the State's ability to provide for them.

This challenge is one of the most difficult I have faced as Governor, but I am dedicated to the task of meeting and mastering the situation. Please feel free to call on me, Dr. McDaniel and Dr. Ledbetter at any time you have a particular question or constructive suggestion to make as we work to put this Agreement into effect.

With kindest regards, I remain

Sincerely,

Joe Frank Harris

JHF/ct

Enclosure

M E M O R A N D U M

TO: System Superintendents
State School Superintendents
Area Mental Health/Mental Retardation
Program Directors
Hospital Superintendents
District Rehabilitation Services Directors
Youth Development Center Directors
District/Unit Health Directors

FROM: Charles McDaniel, Ed.D.
State Superintendent of Schools

Jim Ledbetter, M.D., Commissioner
Department of Human Resources

DATE: August 19, 1985

SUBJECT: Interagency Cooperative Agreement

We are pleased to provide you with the new Interagency Cooperative Agreement between the Georgia Departments of Education and Human Resources. This agreement is effective July 1, 1985 - June 30, 1986. During the next several weeks, representatives from the Governor's Office and the Departments of Education and Human Resources will be holding meetings across the state to explain and discuss the provisions of the Agreement.

As indicated in the Agreement, you are encouraged to enter into local cooperative agreements which outline specific responsibilities in the provision of programs to handicapped children in your area. Interagency planning and coordination are essential to the success of these programs.

We recognize and appreciate the work of thousands of Georgians in our efforts to ensure that services to our State's handicapped population are provided as appropriately and effectively as possible.

CM/JL/ef

cc: Special Education Directors
Regional Directors
Regional Hearing Officers
CESA Directors
CESA Vocational Coordinators
Psychoeducational Directors
GLRS Directors
College/University Chairpersons
School Psychologists
Vocational Education Directors/Supervisors
Career Development Center Coordinators
DHR Division Directors
Youth Services District Directors
Child and Adolescent Hospital Directors
Child and Adolescent Coordinators
Area Development Service Chiefs
Area MH/MR Adult Coordinators
Adult MH Hospital Unit Directors
Mental Retardation Hospital Unit Directors
MR Service Center Directors
DHR Client Service Coordinators
Pupil Personnel Directors
DFACS District Directors
Rehabilitation Services Cooperative School Counselors
Rehabilitation Services Unit Supervisors
Regional Youth Development Center Directors

TABLE OF CONTENTS

I. General

A. Term

B. Definitions

1. Community Services

2. Department of Human Resources

3. Department of Education

4. Handicapped children

5. Hospitalization

6. Individualized Education Program (IEP)

7. Institutional care

8. Instruction

9. Individualized Program Plan (IPP)

10. Individualized Service Plan (ISP)

11. Individualized Work Rehabilitation Plan (IWPP)

12. Parents

13. Rehabilitation center

14. Related services

15. Responsible Local Education Agency (LEA)

16. School age children

17. Special education

18. Vocational rehabilitation

19. Workshop

20. State Youth Development Center (SYDC)

C. Delegation

II. Responsibilities

A. General

1. DOE

2. DHR

B. Eligibility

1. DOE

2. DHR

C. Determination of Services

1. DOE

2. DHR

D. Provision of Services at Placement

1. DOE

a. Methods

b. Regulations and Procedures

2. DHR

III. Procedures

A. General Procedures

1. DOE

a. Evaluation, Referral and Placement

b. Appeals

2. DHR

a. Referral

b. Evaluation

c. Development of the ISP, IPP or IWRP

d. Appeals

B. Specific Procedures

1. Procedures for Hospitalization

a. Admission

b. Release

2. Procedures for SYDCs

a. Placement

b. Release

3. Procedures for Vocational Rehabilitation

a. Eligibility

b. Referral

c. Evaluation

d. Development of the IWRP

e. Placement

f. Coordination with the DOE Office of Vocational Education

IV. Miscellaneous

A. Release of Records

B. Cooperative Staff Development

C. Local Cooperative Memoranda

1. Memoranda recommended

2. Content of a Cooperative Memorandum

3. Quarterly Meetings

D. Statewide Data Sharing

E. Monitoring

F. Surrogate Parents

G. Construction

H. Third Parties

COOPERATIVE AGREEMENT BETWEEN THE
DEPARTMENT OF EDUCATION AND THE
DEPARTMENT OF HUMAN RESOURCES
FOR SPECIAL EDUCATION AND
RELATED SERVICES

This Agreement is entered into this 19th day of August, 1985, by and between the Department of Education and the Department of Human Resources of the State of Georgia.

WHEREAS, the Department of Education has the responsibility for providing to eligible handicapped children of school age special education and related services; and

WHEREAS, the Department of Human Resources has the responsibility for providing hospitalization, institutional care, and community services to the mentally ill and mentally retarded, and vocational rehabilitation (rehabilitative services) to disabled individuals; and

WHEREAS, the Department of Education and the Department of Human Resources desire to establish a method for the delivery of special education and related services by the Department of Education to those handicapped children of school age who may also be in need of the services of the Department of Human Resources; and

WHEREAS, the Department of Education and the Department of Human Resources desire to delineate clearly those persons for whom each agency is responsible for the delivery of services, so that all citizens of this State will be effectively served;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Department of Education and the Department of Human Resources hereby agree as follows:

I. General

A. Term

The term of this Agreement is July 1, 1985, through and including June 30, 1986.

B. Definitions

For the purpose of this Agreement, the following terms shall have the meanings designated below:

1. Community Services--community-based services deemed reasonably necessary by DHR to provide for training, habilitation, rehabilitation and care of individuals including but not limited to: diagnostic and evaluation services; day-care and training services; work-activity services; community residential services such as group and family-care homes; transportation services incidental to training; habilitation services; social services; medical services; and specified home services.

2. DHR--The Georgia Department of Human Resources.

3. DOE--The Georgia Department of Education.

4. Handicapped Children--children as defined in the DOE Program for Exceptional Children Regulations and Procedures.

5. Hospitalization--diagnosis, care, treatment, and habilitative training provided to a mentally ill or mentally retarded person pursuant to an individualized plan at a DHR owned or operated hospital.

6. Individualized Education Program (IEP)--a written statement for each handicapped child developed by the LEA containing: (a) a statement of the present levels of educational performance, (b) a statement of annual goals including short-term instructional objectives, (c) a statement of the special education services to be provided and the extent to which such child will be able to participate in regular education programs, (d) the projected date for initiation and anticipated duration of such services, and (e) appropriate objective criteria and evaluation procedures and schedules for determination, on at least an annual basis, whether instructional objectives are being achieved.

7. Institutional Care--residential care and training provided to a person admitted to a State Youth Development Center.

8. Instruction--instruction designed to meet minimum guidelines identified by DOE.

9. Individualized Program Plan (IPP)--a habilitation program, written in behavioral terms, developed by DHR and specifically tailored to the needs of disabled individuals receiving services from DHR.

10. Individualized Service Plan (ISP)--a treatment plan developed by DHR and specifically tailored to the needs of disabled individuals receiving services from DHR.

11. Individualized Work Rehabilitation Plan (IWRP)--a written plan for identifying rehabilitation related services to be provided by the Division of Rehabilitation Services and client involvement in the rehabilitation process.

12. Parents--a child's natural parents, foster parents or surrogate parents.

13. Rehabilitation center--a DHR facility operated for the purpose of assisting in the rehabilitation of disabled individuals.

14. Related services--transportation, and such developmental, corrective, and other supportive services (including speech pathology and audiology, psychological services, physical and occupational therapy, recreation, and medical and counseling services, except that such medical services shall be for diagnostic and evaluation purposes only) as DOE determines, through the local IEP Placement Committee, that may be required to enable a handicapped child to achieve special education goals and objectives, as specified in the IEP, including the early identification and assessment of handicapping conditions in children.

15. Responsible Local Education Agency (LEA)

--for a handicapped child living with his or her parent or guardian the Responsible LEA is then determined by the residence of the parent or guardian;

--for a handicapped child who is in the permanent or temporary custody of the state or committed to the state, and is placed with foster parents, the Responsible LEA is determined by the residence of the foster parent;

--for a handicapped child who is in the permanent or temporary custody of the state or committed to the state, and not in the custody of foster parents, the Responsible LEA is determined by the residence of the child.

16. School age children--children of the ages 5 through 18, and those children 19 through 21 who are in a continuing program of special education until completion of that program or through age 21, whichever is sooner.

17. Special education--Instruction specially designed by DOE through the LEA IEP/Placement Committee to meet the unique needs of a handicapped child.

18. Vocational rehabilitation--services necessary to assist an eligible handicapped person in obtaining and/or maintaining employment.

19. Workshop--a DHR facility where any manufacture or handwork is carried on and which is operated for the primary purpose of providing therapeutic, and habilitative and rehabilitative activities, including the use of monetary rewards as an incentive practice for disabled persons unable to engage in the competitive labor market.

20. SYDC--a State Youth Development Center operated by DHR.

C. Delegation

Whenever the terms of this Agreement place a duty or responsibility on DOE or DHR, the performance of that duty or responsibility may be delegated to an agent or independent contractor; provided, however, that the delegating agency assures that the duty or responsibility will be performed according to this Agreement.

II. Responsibilities

A. General

1. DOE

DOE through the LEA shall provide special education and related services to handicapped children of school age.

2. DHR

DHR through state operated or contracted agencies shall provide hospitalization, institutional care, community services, and vocational rehabilitation to handicapped children and other disabled individuals.

B. Eligibility

1. DOE

DOE through the LEA shall determine eligibility of children to receive special education and related services through an evaluation process. Eligibility for special education and related services shall in no way affect eligibility for hospitalization, institutional care, community services and vocational rehabilitation.

2. DHR

DHR shall determine eligibility of children to receive hospitalization, institutional care, community services and vocational rehabilitation through an evaluation process. Eligibility for hospitalization, institutional care, community services and vocational rehabilitation shall in no way affect eligibility for special education and related services.

C. Determination of Services

1. DOE

DOE through the LEA/IEP placement committee shall determine appropriate special education and related services for handicapped children. The continuum of appropriate special education and related services may include, but not be limited to, services provided by public and private schools, private agencies and DHR operated or contracted agencies.

2. DHR

DHR shall determine appropriate delivery of hospitalization, institutional care, community services, and vocational rehabilitation.

D. Provision of Services at Placement

1. DOE

a. Methods

DOE through the LEA shall provide special education and related services to handicapped children served in DHR operated or contracted agencies in accordance with the child's IEP at no cost to the parents. Payment for special education and related services shall not be the responsibility of DHR; however, DHR shall provide transportation to those children served full day in DHR operated and contracted agencies. DOE through the LEA, and with the agreement of the affected DHR operated or contracted agencies, may provide special education and related services, at their discretion, by either of the following:

(1) By contracting directly with DHR operated and contracted agencies for the provision of the services; however, in no event will the amount charged by DHR operated or contracted agencies to the LEA for providing those services exceed the amount of State and LEA education funding for each handicapped student; or

(2) By providing special education and/or related services personnel directly to the agency.

b. Regulations and Procedures

In all instances where special education and related services are delivered to handicapped children at DHR operated or contracted agencies, the services will be delivered according to the DOE Program for Exceptional Children Regulations and Procedures.

2. DHR

DHR shall provide hospitalization, institutional care, community services, and vocational rehabilitation to handicapped children placed at institutions, hospitals, mental retardation service centers, community mental health day service centers, rehabilitation centers and workshops according to the IPP, ISP, or IWRP. Payment for these services, i.e. non special education and related services, shall not be the responsibility of DOE. DHR may seek reimbursement for these services pursuant to the Patient Cost of Care Act, O.C.G.A. Section 37-9-1, et seq.; however, in no event will DHR seek reimbursement from the parents or guardians of any handicapped child for special education and related services.

III. Procedures

A. General Procedures

1. DOE

a. Evaluation

DOE, through the LEA, shall evaluate each school age child who is referred for special education. In the evaluation process DOE, through the LEA, shall determine the appropriate special education and related services for a handicapped child

through the development of the IEP. DOE, through the LEA, shall review all IEPs at least annually. Every child placed in a special education program shall be reevaluated at least every three years.

DOE, through the LEA, shall determine whether or not a handicapped child can be appropriately served in the school setting. Placement at a DHR operated or contracted agency will not be considered unless placement in the public school setting is not appropriate. Representatives of the appropriate DHR operated or contracted agency shall be invited to participate in the placement meeting concerning any child for whom placement at a DHR facility is being considered. In those cases where the LEA judges that a handicapped child may be appropriately served by a DHR operated or contracted agency, DOE shall refer the handicapped child to the DHR operated or contracted agency. Within 10 working days the LEA shall forward to the appropriate DHR operated or contracted agency the child's record.

That DHR operated or contracted agency shall process the referral based on eligibility and admissions criteria and place the child in the program accordingly. In the event that the handicapped child does not meet the admissions criteria of that program or that program cannot accommodate the child, that program shall arrange with other DHR operated or contracted programs to obtain an appropriate placement.

b. Appeals

DOE, through the LEA, shall inform parents and guardians that any controversy over eligibility for or the provision of special education and related services may be

appealed through the DOE appeals process. DOE, through the LEA, shall provide parents and guardians with a written description of the appropriate appeals procedures.

2. DHR

a. Referral

DHR operated and contracted agencies shall refer annually to the LEA for evaluation for special education each school age child, who may need special education and related services and who is in a DHR facility. Each DHR facility, upon referral to the LEA, shall provide all current assessment data which it has on the child.

b. Evaluation

DHR shall evaluate for appropriate services each child referred to it by DOE or the LEA.

c. Development of the ISP, IPP or IWRP

DHR shall develop an ISP, IPP or IWRP as appropriate for each child who is eligible to receive hospitalization, institutional care, community services, or vocational rehabilitation. DHR shall deliver the services specified in the ISP, IPP or IWRP.

d. Appeals

DHR shall inform parents and guardians that any controversy over eligibility for, or the provision of, hospitalization, institutional care, community services, or vocational rehabilitation may be appealed through the DHR appeals process.

B. Specific Procedures

1. Procedures for Hospitalization

a. Admission

DOE may not place a child in a DHR hospital. The Responsible LEA may refer a handicapped child to a DHR hospital only through a Community Mental Health and Mental Retardation program.

b. Release

Prior to the release of a handicapped child from a hospital, DHR shall contact the Responsible LEA to coordinate and ensure the continuation of special education and related services. To the extent that it is not in conflict with state law or rules and regulations the contact shall occur at least ten working days prior to the child's release. DHR shall forward the child's education records to the LEA within ten working days following the child's release.

2. Procedures for YDCs

a. Placement

DOE may not place a child in a YDC.

b. Release

Prior to the release of a handicapped child from a YDC, DHR shall contact the Responsible LEA to coordinate and ensure continuation of special education and related services. To the extent that it is not in conflict with state laws, or rules and regulations, the contact shall occur at least ten working days prior to the child's release. DHR shall forward the child's educational records to the LEA within ten working days following the child's release.

3. Procedures for Vocational Rehabilitation (Rehabilitation Services)

a. Eligibility

DHR, through the Division of Rehabilitation Services, shall provide DOE upon the execution of this Agreement with a written statement of the eligibility requirements for vocational rehabilitation and the services available to eligible persons. DOE will disseminate this statement to all public school systems in the State.

b. Referral

DOE, through the Responsible LEA, shall refer to the DHR Division of Rehabilitation Services for evaluation those handicapped students who are at the tenth grade level or who have attained 16 years of age and who appear to meet the requirements for eligibility for vocational rehabilitation.

c. Evaluation

DHR, through the Division of Rehabilitation Services, shall evaluate in a timely manner all children referred for vocational rehabilitation.

d. Development of the IWRP

If a child is deemed eligible by DHR for Vocational Rehabilitation services, DHR, through the Division of Rehabilitation Services, shall develop an IWRP for the child. Any child for whom an IWRP is developed shall be delivered services by DHR according to that plan.

e. Placement

DHR, through the Division of Rehabilitation Services, may place a handicapped child for the provision of Vocational Rehabilitation in a Rehabilitation Center or a Workshop. This placement shall not be in lieu of or in any way interfere with the delivery of special education and related services by DOE. This placement shall be coordinated with the Responsible LEA.

f. Coordination with the DOE Office of Vocational Education

DHR, through the Division of Rehabilitation Services, may refer to the LEA any school age children who are in need of vocational training in addition to that training provided by the Division of Rehabilitation Services or special education. Handicapped students eligible for vocational training shall be provided that service as specified in the IEP.

IV. Miscellaneous

A. Release of Records

Neither DOE nor DHR shall release personally identifiable information on any school age child to the other without written permission. In the case of a child under eighteen years of age, written permission shall be obtained from the parent or guardian of the child. In the case of a person eighteen years old or older, written permission must be obtained from that person if it is determined by appropriate officials that the person is capable of understanding the consequences of the permission so granted. However, if it is determined by an appropriate official that the person is not capable of understanding the consequences of the permission so granted, the written permission shall be obtained from the parent or guardian. In any case where a person has been

adjudicated by a court of competent jurisdiction to be insane, mentally ill, mentally retarded, or mentally incompetent to the extent he is incapable of managing his estate, and the affairs of such person are vested in a guardian, then written permission shall be obtained from the guardian. When a child is referred to the Responsible LEA by DHR, DHR shall obtain the appropriate written permission for transfer of the records. Upon written request, either DOE or DHR may request the transfer of records from the other agency. The transferring agency shall obtain the appropriate written permission for transfer of the record.

B. Cooperative Staff Development

Cooperative in-service and staff development activities shall be undertaken by DOE and DHR on statewide, regional and local levels. State level staffs shall cooperate in the dissemination of the terms of this Agreement.

C. Local Cooperative Memoranda

1. Local Cooperative Memoranda

DOE and DHR strongly recommend that cooperative memoranda be implemented at the local level between the Responsible LEA and the appropriate governing authorities of local programs, "i.e., governing authorities of Area Mental Health Programs, Mental Retardation Service Centers, Vocational Rehabilitation (Rehabilitation Services), State Youth Development Centers, and the Department of Family and Children Services."

2. Content of a Cooperative Memorandum

It is recommended the cooperative memorandum: establish specific guidelines for dealing with release of information, including names of individuals within each agency

responsible for transmission of information; identify responsibilities in delivery of services to mutual clients; and develop written agreements and guidelines regarding referrals and LEA services.

3. Quarterly Meetings

It is recommended the local cooperative memorandum also include a mechanism for establishing at least quarterly meetings with staff from the above-referenced agencies. These quarterly meetings shall: provide a medium for dialogue about agency policies and procedures; discuss sharing of agency personnel and services currently available and proprosed; discuss criteria for crisis intervention and hospitalization of clients; and generate minutes to be shared with agency representatives.

D. Statewide Data Sharing

DOE and DHR shall share non-personally identifiable data on children to determine the degree of success of this Agreement.

E. Monitoring

DOE shall monitor the delivery of special education and related services to handicapped children in DHR facilities. DHR shall fully cooperate in this monitoring activity. DHR shall develop corrective action plans to address any deficiences noted by DOE in the delivery of education and related services to handicapped children in DHR facilities.

F. Surrogate Parents

DHR shall cooperate with DOE in the appointment of surrogate parents.

G. Construction

This Agreement is in no way to be construed as limiting or diminishing the responsibilities of DOE and DHR under State or federal law. In all instances this Agreement is to be construed to comply with the requirements of State and federal law.

H. Third Parties

This Agreement shall not be construed to create rights in any third parties.

CHARLES McDANIEL
State Superintendent of Schools

Date August 19, 1985

JAMES G. LEDBETTER
Commissioner
Department of Human Resources

Date August 19, 1985